

DRAFT

Doc. # 5532

ADOPTED

10/22/92

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

**TUFTS-NEW ENGLAND MEDICAL CENTER HOSPITALS AND
THE SALESIAN SOCIETY**

This Agreement (the "Agreement") is made as of the ____ day of _____, 1992 by and between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter, a public body politic and corporate, duly organized and existing pursuant to Chapter 121B of the General Laws of the Commonwealth of Massachusetts, as amended, having its usual place of business in Boston (hereinafter referred to as the "Licensor"), and TUFTS-NEW ENGLAND MEDICAL CENTER HOSPITALS, INC. and THE SALESIAN SOCIETY (hereinafter collectively referred to as the "Licensee").

A license to occupy vacant land on Washington Street bounded by Tremont and Common Streets in the South Cove Urban Renewal Area (the "South Cove"), Massachusetts R-92 (collectively the "License Area"), as more particularly described in Exhibit A attached hereto and incorporated herein by reference, subject to the following terms and conditions:

1. The License Area is to be used for the purpose of providing surface parking for students, faculty and employees of the Licensee from its facilities located in Boston.
2. Licensee understands that it is not eligible for relocation benefits.

3. Licensee agrees to construct or cause to be constructed certain improvements on the License Area (the "Improvements") using quality materials and in a workmanlike manner. Any improvements to the License Area to be made by Licensee shall be subject to prior approval of the Licensor, which approval shall not be unreasonably withheld, and shall be at its sole cost and expense without any liability to the Licensor and in this regard Licensor shall not be obligated to compensate Licensee for any funds expended except as stated in Paragraph No. 3 herein. Licensee shall have the responsibility to secure all required permits and approvals for construction of the Improvements.
4. This Agreement shall be for a period of three (3) years, subject to the right of either party to terminate the Agreement at will, with or without cause, by giving not less than thirty (30) days prior written approval to the other party. Licensee understands that there is no obligation on the part of Licensor, direct or indirect, beyond this temporary month to month license; provided, however, that Licensor agrees that it shall not terminate this Agreement for the sole purpose of granting a license or a lease of the License Area, or any part thereof, to another party for use as a parking lot.
5. The License Fee shall be \$70,000 per year payable in twelve annual installments of \$5,834 per month in advance, commencing upon the execution of this Agreement. Upon

execution of this Agreement, Licensee shall deposit with Licenser a sum equal to two (2) months License Fee, to be retained by Licenser until sixty (60) days after the termination of this Agreement, or any extension period, in order to insure the satisfactory completion of all the provisions of this Agreement and the Special Conditions set forth in Exhibit B hereto (the "Special Conditions"), interest shall be paid to the Licensee on said deposit. Any portion of the License Fee remaining unpaid for a period of thirty (30) days following its due date, the validity of which has not been contested by the Licensee within said thirty (30) day period, may, without further authorization, be deducted from any funds that are due or may be due the Licensee from the Licenser. It is agreed by the Parties that the Licensee may receive for one year only a credit toward a monthly Licensee Fee for any verifiable costs incurred for the Improvements to be performed under this Agreement that are approved by the Licenser for any amount less than but in no event more than fifty percent (50%) of the monthly License Fee stated herein. The total credit allowed under this section shall be no more than \$35,000, maximum limitation.

6. Licensee shall indemnify and save harmless Licenser from all suits, actions, claims, demands, damages or losses, expenses, and costs of every kind and description to which the Licenser may be subjected to or put by reason of injury (including death) to persons or property resulting from, in

connection with, or growing out of, any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations, other than the Licensor or its agents and employees, dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims or demands.

7. Licensee shall carry for the period of this Agreement or any extension period, comprehensive public liability insurance insuring the Licensor and Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of Five Hundred Thousand Dollars (\$500,000) for property damage, One Million Dollars (\$1,000,000) for injury or death to one person, and Two Million Dollars (\$2,000,000) for injury or death to more than one person in a single accident. Licensor shall be named as an additional insured in all policies for such insurance, and Licensee shall furnish a certificate of such insurance to Licensor prior to taking occupancy of the License Area. If Licensee fails to maintain or keep on file with the Licensor, the required certificate of insurance evidencing the maintenance of insurance in favor of Licensor, this Agreement shall be subject to termination or suspension forthwith, at the option of Licensor, by giving

notice to Licensee, notwithstanding the thirty (30) day termination requirement set forth in Paragraph 4 above.

8. Licensee shall take possession of the License Area in "as-is" condition. Licensor has made no representations or warranties of any kind with respect to the License Area and shall have no obligation to do any work on or with respect to the License Area or the condition thereof. Licensee shall not commit or suffer waste or impairment of the License Area during the period of this Agreement or during any extension period.
9. Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted thereon. If Licensee fails to keep the License Area in a clean, safe and attractive condition at all times including snow removal to the satisfaction of Licensor, Licensor may clean or remove snow charging all related costs for cleaning, dumping and snow removal, etc., to Licensee.
10. Licensee covenants that it will not occupy or use the License Area for other than the purpose set forth in Paragraph 1 above and Exhibit B, nor allow it to be occupied for any other purposes, nor in any way to occupy or use the same, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth of Massachusetts or to any

ordinance, rule or regulation of the City of Boston.

11. Licensee agrees to assume all maintenance expenses including water and sewer charges and shall have the complete responsibility for compliance with all municipal codes and ordinances. During the period of this Agreement or any extension period, Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees or otherwise, for utility services, water and sewer use, betterment assessments or other charges, in order that the License Fee hereunder shall be absolutely net to Licensor. Licensee shall be solely responsible for all maintenance, security and other services required to keep the License Area in good, safe and attractive condition and repair. All fixtures, effects, equipment and property of any kind of the Licensee, and of all persons claiming through or under Licensee, shall be at the sole risk of Licensee.
12. Licensee agrees to comply with the Special Conditions set forth in Exhibit B and further to comply with any other reasonable rules and regulations as Licensor shall establish from time to time upon notice to Licensee.
13. Failure to pay the License Fee or to comply with any provision of this Agreement and the Special Conditions shall constitute cause to terminate this Agreement. Licensee

agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.

14. This Agreement may not be assigned, transferred, mortgaged or encumbered in any way without the prior approval of Licensor.
15. No fixtures shall be installed in, and no improvements or alterations, other than those Improvements and additional improvements referred to above in Paragraph 3, shall be made to the License Area without Licensor's prior approval. Upon the termination of this Agreement by expiration of the period, any extensions thereof or otherwise, Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by Licensor, also remove all fixtures installed by Licensee and repair any damage caused thereby. Property not so removed shall, at Licensor's option, become the property of Licensor. Licensee shall leave the License Area in at least as good condition as received at the beginning of the period of this Agreement, except for normal wear and tear and damages by fire or other casualty.
16. Whenever under this Agreement, notices, approvals or other communications are required or permitted, the same shall be effective and valid only when given in writing and signed by

a duly authorized officer or person of the respective parties. Any such notice, approval or other communication shall be personally served or, in lieu of personal service, by depositing the same in the United States mail, postage prepaid, certified or registered mail. If addressed to the Licensor, the address is:

Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, MA 02201
ATTENTION: Director

If addressed to the Licensee, its address is:

Tufts-New England Medical Center Hospitals, Inc.
The Salesian Society

Either party may change its respective address by giving notice to the other in accordance with the provisions hereof.

IN WITNESS WHEREOF, the Parties hereto have placed their hands and seals below as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Paul L. Barrett, Director

TUFTS-NEW ENGLAND MEDICAL CENTER
HOSPITALS, INC.

By: _____

THE SALESIAN SOCIETY

By: _____

APPROVED AS TO FORM:

Ralph F. Cahill
Assistant General Counsel
Boston Redevelopment Authority

EXHIBIT B

SPECIAL CONDITIONS

1. Licensee shall pay all charges for taxes, water, sewer, gas, electricity, telephone permits, fees and insurance connected with their occupancy of the License Area.
2. Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clean condition at all times.
3. Licensee shall be responsible for any of their contractor(s) workmen, employees, working on or in the License Area, for conformance with this Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.
4. Licensee shall have the complete responsibility for compliance with all federal, state and municipal codes and ordinances.
5. Licensee shall neither make any change in, nor erect nor place any building structure or sign (except no trespassing

signs) upon the License Area without the consent of the Authority thereto having first been obtained. License further acknowledges any site improvements of the License Area; other than the Improvements referred to in Paragraph 3, shall be subject to landscape and design review by Licensor's design staff.

6. No stockpiling of soil, refuse, trash or landfill materials will be permitted or allowed on the License Area.
7. Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph 7 of the Agreement, with Licensor named as additional insured, over the period of the Agreement or any extension period.
8. Licensee shall not park vehicles on public rights-of-way adjacent to the License Area."
9. Licensee shall permit Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by Licensor.
10. Licensee shall permit Licensor or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site measurements, perform test borings or similar sub-surface explorations without

disruptions.

11. Licensee acknowledges this is a temporary license and its occupancy is only for a limited interim use.
12. Licensee assumes all liability for damage to any and all motor vehicles in the License Area.
13. Licensee shall at all times maintain and operate the parking facilities in accordance with the Boston Zoning Code, the rules and regulations of the City of Boston Traffic and Parking Department and, if applicable, the City of Boston Air Pollution Control Commission, and in a manner fully satisfactory to the Licensor, and promptly and completely comply with whatever rules and directions the Licensor, in the exercise of its discretion, shall issue.
14. Licensee at any one time shall not park within the License Area more than seventy-six (76) vehicles or that number of vehicles set forth in a plan for additional improvements to the License Area approved by the Licensor in accordance with Paragraph 3 of the Agreement, whichever is greater.
15. Licensee agrees that use of the License Area shall be restricted to its bona fide students, faculty and employees. No public parking shall be allowed.
16. Licensee shall be responsible for all site repairs and site

improvements and agrees that any changes to the License Area's design be submitted to Licensor for approval before proceeding.

17. Licensee shall maintain at its cost all lighting, landscaping and other improvements to the License Area.
18. Licensee shall assume all cost of securing the License Area and agrees that when the License Area is not in operation, all gates or entrances must be properly secured.
19. Licensee shall maintain in operation, continuously from dusk to dawn and such other times as may be deemed necessary by Licensor, the lighting on both parking lots within the License Area.
20. Any monthly installment of the License Fee, set forth in Paragraph 5 of the Agreement, which has not been paid by the Licensee within thirty (30) calendar days of the due date shall be subject to an interest charge of 1.5% per month on the outstanding balance.

**DON BOSCO/ TUFTS NEW ENGLAND MEDICAL CENTER
TEMPORARY SURFACE PARKING**

MEMORANDUM

OCTOBER 22, 1992

TO: BOSTON REDEVELOPMENT AUTHORITY AND
PAUL L. BARRETT, DIRECTOR

FROM: BEVERLY JOHNSON, ASSISTANT DIRECTOR FOR
INSTITUTIONAL PLANNING AND DEVELOPMENT
DENNIS CALLAHAN, PROJECT MANAGER FOR INSTITUTIONAL
PLANNING AND DEVELOPMENT

SUBJECT: AUTHORIZATION TO ENTER INTO A TEMPORARY LICENSE
AGREEMENT BETWEEN THE AUTHORITY, DON BOSCO TECHNICAL
HIGH SCHOOL AND TUFTS/ NEW ENGLAND MEDICAL CENTER
HOSPITALS INC. FOR A TEMPORARY PARKING LOT.

SUMMARY: This memorandum requests that the Authority authorize the Director to execute a License Agreement between the Authority, Don Bosco Technical High School and Tufts/New England Medical Center Hospitals, Inc. for a temporary parking lot on a parcel of land bounded by Washington Street, Common Street and Tremont Street.

INTRODUCTION

This board memorandum requests authorization for the Director to execute a License Agreement between the Boston Redevelopment Authority (Authority), Don Bosco Technical High School (Don Bosco) and Tufts/New England Medical Center Hospitals Inc. (TNEMCH) for the joint use of a temporary surface parking lot on the remaining portion of land identified as P-12 and P-12a. This parcel consists of 18,403 square feet and is bounded by Washington Street, Common Street and Tremont Street. The term of the License Agreement shall be three years and the parking lot will contain approximately seventy-six (76) parking spaces.

OVERVIEW

In the late 1960s, the Salesian Society, who operates the Don Bosco Technical High School, was designated the developer of two Parcels identified as P-12, P-12a, which is bounded by Washington Street, Tremont Street, and Common Street in the South Cove Urban Renewal Project Area.

At that time, the proposed project consisted of a planned three phase high school expansion. The first phase was the addition of a gymnasium and swimming pool. This phase received Authority approval and was built in 1970. The second phase was the development of a new electronics building, which was approved by the Authority and subsequently built in 1985. The third and final phase of the high school expansion was subsequently delayed by a combination of factors, including changing needs of the high school and financial considerations. As a result, the remaining area has since become blighted and open to trespass and unauthorized parking of automobiles.

PROPOSED LICENSE AGREEMENT

Don Bosco Technical High School has requested that the remaining portion of the parcels be licensed by the Authority for use as a surface parking lot for faculty and student parking.

Simultaneously with this request, it became clear that the New England Medical Center Hospitals Inc. would also be in need of additional parking for a three year period because of the construction start of its recently approved Phase 1 1-C project on a former surface parking area.

The proposed License Agreement will provide for an annual charge of \$70,000 per year. However, as TNEMCH will be required to spend approximately \$70,000 for landscaping, lighting and other said improvements as the Authority deems necessary to improve the blighted condition of this parcel, the License Agreement will include a provision that will allow TNEMCH to amortize for a one year period only, up to one half the cost of preparing the lot as a credit against up to one half of the monthly use and occupancy charge. Therefore for the initial year the licensee will pay approximately \$35,000 and will commence paying the full \$70,000 license fee on the first anniversary of the license. The term of the License Agreement shall be three years.

CONCLUSION

Authority staff recommends that the Authority authorize the Director to execute a License Agreement between the Authority, Don Bosco and TNEMCH for a temporary three year surface parking lot containing approximately seventy-six (76) parking spaces. No public parking shall be allowed.

An Appropriate Vote Follows:

VOTED: That the Authority hereby authorizes the Director to execute a License Agreement between the Authority, Don Bosco Technical High School, and TNEMCH for the creation of a temporary surface parking lot. Said parking lot will be used by Don Bosco faculty and students as well as NEMCH employees.

DON BOSCO/ TUFTS NEW ENGLAND MEDICAL CENTER
TEMPORARY SURFACE PARKING



華埠/南灣社區議會

CHINATOWN/SOUTH COVE NEIGHBORHOOD COUNCIL

SUITE 203
65 HARRISON AVENUE
BOSTON, MASSACHUSETTS 02111
TELEPHONE (617) 426-8858

October 1, 1992

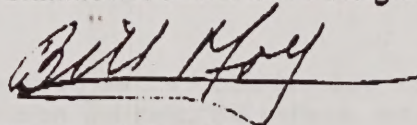
Mr. Clarence J. Jones, Chairman
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

RE: Tufts-New England Medical Center, Inc., and Don Bosco Technical High
School Request for License Agreement to the BRA

Dear Mr. Jones:

The proposal by T-NEMC and Don Bosco Technical High School to jointly develop and use the parcel of land bounded by Washington St., Common St., and Tremont St. as a temporary surface parking lot was presented to the Chinatown Neighborhood Council at the September 21, 1992 regular monthly meeting. As the project would be an improvement to the parcel, provide necessary parking for senior students and faculty at Don Bosco, provide spaces lost to T-NEMC due to construction of the NEMC 1-C Project and will not create additional traffic in Chinatown, the Council has no objections to the BRA entering into a license agreement with T-NEMC and Don Bosco for this temporary surface parking lot use.

Very Truly Yours,
Chinatown/South Cove Neighborhood Council



William Moy, PE
Co-Moderator

Office of the Director
Don Bosco Technical High School
100 Tremont Street
Boston, MA 02116
(617) 452-9457

In the Pursuit of Excellence

September 29, 1992

Mr. Paul Barnett
Director of Boston Redevelopment Authority
Boston City Hall - Floor Nine
Boston, Massachusetts 02201

Dear Mr. Barnett and Associates,

This letter is a follow-up to an original request made to the Boston Redevelopment Authority on July 30 of this year. At that time, we sought authorization for an interim parking lot on a parcel of land adjacent to our school. The specific lot is between our school and the present parking garage next to the Wang Center. It is bounded by Common, Tremont and Washington streets.

Subsequent to that original letter, we have met with our neighbor, the New England Medical Center, to work out a detailed agreement. Of course, we know this agreement is contingent upon the approval of the Boston Redevelopment Authority.

The New England Medical Center is desperately in need of interim parking while they further their present expansion project. The NEMC agrees to the full cost of renovation of the present parking area and beyond. They agree to a modest rental, as well as an insurance and maintenance package.

Our school stands to benefit more extensively as the locale is made cleaner and safer for our students. The lighting and supervision will help, we believe, mitigate the present encroachment of drugs and prostitution. The NEMC will provide for our faculty and students parking needs also. The NEMC, finally, is fully cognizant of our possible future development plans.

It is my hope that you will look kindly upon this proposal and grant us the requested authorization to enter into a license agreement with your Authority and the New England Medical Center for the purpose of an interim parking facility.

With all best wishes and full appreciation, I remain,

Cordially,

Rev. Richard J. McCormick, S.D.B.

Rev. Richard J. McCormick, S.D.B.
Director

